

CITY OF FLAGSTAFF
PURCHASING DIVISION
REQUEST FOR PROPOSALS

PRODUCT AND/OR SERVICES: LOBBYING SERVICES (Federal and State)

PROPOSAL NUMBER: 2010-43

PROPOSALS DUE NO LATER THAN: 3:00 P.M., MAY 27, 2010

PRE-PROPOSAL MEETING (Non-Mandatory): MAY 13, 2010 @ 3:00 P.M.

TO BE HELD AT: CITY HALL, 211 W. ASPEN AVE., FLAGSTAFF, ARIZONA
86001—COUNCIL CONFERENCE RM., 1ST FLOOR

RFP OPENING LOCATION: *City of Flagstaff
Management Services-Purchasing Division
211 West Aspen Ave.
Flagstaff, AZ 86001
(928) 779-7619/Fax (928) 779-7656*

In accordance with the Charter for the City of Flagstaff in Flagstaff, Arizona ("City") and by Arizona State Statute, competitive sealed offers for the products or services specified will be received by the City at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Proposer will be publicly read.

Offers shall be in the actual possession of the City, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed envelope with the REQUEST FOR PROPOSAL number and the Proposer's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing a proposal response are provided herein.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Buyer:	<u>Rick Compau, C.P.M., CPPO, CPPB</u>
Phone Number:	<u>(928) 779-7661</u>
Fax Number:	<u>(928) 779-7656</u>
E-mail Address:	<u>rcompau@flagstaffaz.gov</u>
Date:	<u>May 4, 2010</u>

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ACKNOWLEDGMENT OF RECEIPT

RFP ISSUE DATE: May 4, 2010

DESCRIPTION: Lobbying Services (Federal and State)

PROPOSAL NO.: 2010-43

FINAL DAY FOR QUESTIONS: May 20, 2010

OFFER DEADLINE: 3:00 P.M., May 27, 2010

Please provide the requested information below as acknowledgment that you have received our Request for Proposal ("RFP") noted above. It is **recommended** that interested proposers complete this acknowledgment and return via Fax to the City of Flagstaff Purchasing Office at (928) 779-7656 or by mail. Only by doing this, will the City be able to provide notification of any addenda or answered questions relating to this RFP. **Only those companies or individuals returning completed acknowledgments will receive addenda to this RFP.** Proposals from companies or individuals **not** acknowledging the addenda may be considered incomplete, non-responsive and potentially subject to disqualification.

Name of Company
or Individual: _____

Name / Title of Contact: _____

Address: _____

Tel #: () _____ Fax #: () _____

Signature: _____ Date: _____

NO RESPONSE FORM

Solicitation Number: 2010-43

Material and/or services: Lobbying Services (Federal and State)

Proposers not responding to this solicitation are asked to complete this form. Please return this form to the address listed above or fax to (928) 779-7656.

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO OFFER:

- ☐ Do not handle product/service
- ☐ Unable to respond due to current staff availability and/or business conditions
- ☐ Insufficient time
- ☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

☐ Other: _____

This *NO OFFER* response is authorized by: _____

Signature

Title

- Please check one: ☐ Retain our company on the mailing list for future solicitations.
- ☐ Please remove our company from the mailing list.
- ☐ Please remove our company from this commodity or service only.

INSTRUCTIONS TO PROPOSERS

1. **PURPOSE:** Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a contract for:

LOBBYING SERVICES (Federal and State)

The City is seeking proposals from qualified firms to provide Lobbying Services (Federal and State). The City seeks to enter into a Contract with the selected Proposer.

2. **PREPARATION OF PROPOSAL:**

- a. **Forms:** All Offers shall be on the forms provided in this RFP package. It is permissible to copy these forms if required. Facsimiles, telegraphic Offers or mailgrams will not be considered.
- b. **Evidence of Intent to be Bound:** The Offer document must be submitted with an original ink signature by the person authorized to sign the Offer.
- c. **Typed or Ink; Corrections:** The Offer must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in original ink by the authorized person signing the Offer. No Offer shall be altered, amended or withdrawn after the specified RFP due time and date.
- d. **Unit Price Prevails:** In case of error in the extension of prices in the Offer, unit price shall govern.
- e. **Days:** Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.
- f. **Duty to Examine:** It is the responsibility of all Proposers to examine the entire RFP package and seek clarification in writing, of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- g. **Proposers List:** Proposers who fail to respond to solicitations for two consecutive procurements of similar items may be removed from the applicable Proposers list.
- h. **Submittal:** All Offers must be clearly marked: **Lobbying Services, RFP No. 2010-43**, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope. **There is an agreement, in addition to this RFP, that the successful proposer will be expected to sign (See Attachment A).** Proposals shall be provided in three ring binders: One (1) original and Five (5) copies of proposal shall be included.

3. **QUALITY OF PROPOSAL:** The quality of the proposal(s) submitted by the Proposer is viewed as a basic indication of the Proposer's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.
4. **GENERAL CONTENT:** The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight forward, concise delineation of capabilities to satisfactorily perform the proposal being sought. Proposers should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if deemed necessary to accomplish the scope of services.
5. **INQUIRIES:** Any question related to the terms and conditions of this RFP shall be directed to the Buyer whose name appears at the bottom of the front page of this document. Any questions related to the scope of work within this RFP shall be directed to Jim Wine, Deputy City Manager, at 928/779-7299, e-mail address: jwine@flagstaffaz.gov. Questions should be submitted in writing

when time permits. Proposers shall not contact or ask questions of the department for which the requirement is being procured. The City **shall not** be responsible for Proposers adjusting their proposal based on any oral instructions made by any employees or officers of the City regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Proposers who are listed with the City as having received the original RFP.

The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday) before the proposal opening. Any interpretation or correction of the RFP documents shall be made only by written addendum, duly issued, and a copy of each addendum shall be mailed, faxed or delivered to all who are known to have received a set of RFP documents. The City is not responsible for any other explanations or interpretations of the RFP documents.

The City may require any and all questions to be submitted in writing at the City's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Proposer shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

6. **LATE PROPOSAL:** Late proposal responses shall not be considered. A Proposer submitting a late proposal shall be so notified.
7. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date a Proposer (or designated representative) may withdraw the Proposal. Facsimile, telegraphic or mailgram withdrawals shall not be considered.
8. **AMENDMENT OF PROPOSAL:** The Proposer shall acknowledge receipt of a Solicitation Amendment by signing and returning the document prior to the specified due time and date. Failure to return a signed copy of a material solicitation amendment or to follow the instructions for acknowledgment of the solicitation amendment shall result in rejection of the proposal.
9. **PAYMENT:** If applicable, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. The City's agreement for payment terms is **NET 30**, unless discounted terms are offered. Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's Proposal Price. Interim billing shall cover a period of not less than a calendar month. Final payment will be made after delivery of the firms final reports.
10. **DISCOUNTS:** If applicable, payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of ten (10) calendar days or more shall be deducted from the Proposal/proposal price in determining the low Proposal/proposal. However, the City shall be entitled to take advantage of any payment discount offered by the Proposer provided payment is made within the discount period.
11. **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.
12. **AWARD OF CONTRACT:**
 - a. Unless the Proposer states otherwise, or unless otherwise provided within the RFP, the City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. In accordance with

the City Charter, the contract shall be awarded to the lowest responsive, responsible Proposer whose proposal is the most satisfactory and advantageous to the City based on the factors set forth in the RFP.

- b. Notwithstanding any other provision of the RFP, the City expressly reserves the right to:
- (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all Offers, or portions thereof; or
 - (3) Cancel/Reissue an RFP.
- c. A response to an RFP is an offer to contract with the City based upon the terms, conditions, scope of work and specifications contained in the City's RFP and contract documents. Offers do not become contracts unless and until they are accepted and approved by the City Council or delegated representative and an offer and acceptance form or other contract document is executed by an authorized City official. The contract could constitute the award document, RFP document and Proposer's response; which would be executed as a single document, thus eliminating a formal signing of a separate contract **OR** there will be a separate formal contract executed that will incorporate the RFP documents.

13. EVALUATION: In competitive sealed proposals, awards shall be made to the lowest responsible and responsive Proposer whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

14. ENVIRONMENTAL PROCUREMENT POLICY: The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation.

15. SALES TAX: The City will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below. The City will figure applicable taxes to offers received from out of state Proposers who do not list an Arizona Use Tax number for tabulation and total cost evaluation.

Arizona Sales Tax Number: _____

Arizona Use Tax Number: _____

City of: _____

Sales Tax Number: _____

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any resultant contract.

1. **CERTIFICATION:** By signature on the Offer page, Proposer certifies that:
 - a. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - b. Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5, 99-4, or A.R.S. 41-1461 et. seq.
 - c. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to remedies provided by law.
2. **GRATUITIES and LOBBYING:** The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.
3. **CONTRACT:** The contract shall be based upon the RFP issued by the City and the Offer submitted by Proposer in response to the RFP. The proposal response shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The City reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the proposal rejected. The contract shall contain the entire agreement between the City and the Proposer relating to this requirement and shall prevail over any and all previous agreements, contracts, Offers, negotiations, purchase orders or master agreements in any form.
4. **VERBAL RESPONSES:** Any inquiry that results in changes to the RFP shall be answered solely through a written RFP addendum. The Proposer may not rely on verbal responses to its inquiries.
5. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
6. **TAXES and SOCIAL SECURITY:** Proposer is advised that taxes or social security payments shall not be withheld from a City payment issued thereunder and that Proposer should make arrangements to directly pay such expenses, if any.
7. **INTERPRETATION - PAROL EVIDENCE:** If a formal contract is used as part of this solicitation, the contract is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage to the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to

object. Whenever a term defined by the City Charter or applicable Arizona State Statute used in the contract, that definition shall control.

8. **SUCCESSORS and ASSIGNS:** No right or interest in the contract shall be assigned by Proposer without prior written permission of the City and no delegation of any duty of Proposer shall be made without prior written permission of the City. The City shall not unreasonably withhold approval and shall notify Proposer of the City's position within fifteen (15) days of receipt of written notice by Proposer.
9. **SUBCONTRACTS:** No subcontract shall be entered into by Proposer with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the contract which shall apply with equal force to the subcontract, as if the Sub-Proposer were the Proposer referred to herein. Proposer is responsible for contract performance whether or not Sub-Proposers are used. The City shall not unreasonably withhold approval and shall notify Proposer of the City's position within fifteen (15) days of receipt of written notice by Proposer.
10. **RIGHTS AND REMEDIES:** No provision in this document or in the proposal response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
11. **PROTESTS:** Protests shall be filed, and shall be resolved, in accordance with the following: A protest shall be in writing and shall be filed with the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the solicitation or contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 - E. The form of relief requested.
12. **WARRANTIES:** Proposer warrants that all material, service or construction delivered under the contract shall conform to the specifications of the contract. Receipt of the material, service, or construction specified and any inspection incidental thereto by the City shall not alter or affect the obligations of Proposer or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the contract.
13. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, Proposer hereby assigns to the City any and all claims for such overcharges as to the goods or services used to fulfill the contract.

- 14. ADVERTISING:** Proposer shall not advertise or publish information concerning the contract, without the prior written consent of the City.
- 15. RIGHT TO INSPECT PLANT:** The City may, at reasonable times and at its expense, inspect the plant or place of business of a Proposer or SubProposer which is related to the performance of any contract as awarded or to be awarded.
- 16. INSPECTION:** All material, service or construction are subject to final inspection and acceptance by the City. Material, service or construction failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs are the responsibility of Proposer.
- 17. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables which may be created under the contract are the sole property of the City and shall not be used or released by Proposer or any other person except with prior written permission of the City.
- 18. PURCHASE ORDERS:** The City shall issue a purchase order for the goods or services covered by the contract. All such purchase orders will reference the contract number, as well as the City Council approval date and Council Agenda item number.
- 19. PACKING AND SHIPPING:** If applicable, Proposer shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
- 20. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within the contract.
- 21. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials, and/or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender without prior approval from the City.
- 22. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Proposer shall deliver conforming materials, and/or services, in each installment or lot of the contract and may not substitute nonconforming materials, and/or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.
- 23. SHIPMENT UNDER RESERVATION PROHIBITED:** Proposer is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 24. LIENS:** All goods, services and other deliverables supplied to the City under the contract shall be free of all liens other than the security interest held by Proposer until payment in full is made by the City. Upon request of the City, Proposer shall provide a formal release of all liens.
- 25. LICENSES:** Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the contract.
- 26. COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration

should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

27. CANCELLATION FOR LACK OF FUNDING: Any resulting contract may be cancelled without any further obligation on the part of the City, in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. Proposer shall be notified in writing of such non-appropriation at the earliest opportunity.

28. CONFIDENTIAL INFORMATION:

- a. If a person believes that a Proposal, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Purchasing Director of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- b. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.
- c. The City shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.

29. AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

30. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate, with or without cause, any resulting order or contract upon ninety (90) days written notice.

31. TERMINATION FOR CAUSE: The City may also terminate the contract or any part thereof with thirty (30) days written notice for cause in the event of any default by Proposer, or if Proposer fails to comply with any of the terms and conditions of the contract. Late deliveries, deliveries of products, and/or services, which are defective or do not conform to the contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide the City, upon request, with adequate assurances of future performance are all examples of causes allowing the City to terminate the contract for cause. In the event of termination for cause, the City shall not be liable to Proposer for any amount, and Proposer may be liable to the City for any and all damages sustained by reason of the default which gave rise to the termination.

32. PUBLIC RECORD: All offers submitted in response to this RFP shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification.

33. SAMPLES: Upon request, Proposers may be required to furnish a sample of the goods and/or service to be provided. Any sample submitted shall create an express warranty that the whole of the goods and/or service shall conform to the sample submitted. All samples become the property of the City for testing purposes and/or future comparison at no charge unless designated otherwise by the Proposer. Samples not destroyed by testing or which are not retained for future comparison shall be returned upon request at Proposer's expense.

34. PRE-PROPOSAL CONFERENCE: A prospective Proposers conference may be held. If scheduled, the date and time of this conference shall be indicated on the cover page of this document. Proposers are encouraged to thoroughly review the proposal package in advance of any scheduled pre-proposal conference so that you will be fully aware of what the City is

requesting and prepared to discuss any and all questions, concerns, or constructive input. It is strongly encouraged that you have a representative present at the pre-proposal conference.

The purpose of this conference shall be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

35. CONFIDENTIAL INFORMATION: After award of a contract, proposal responses shall be considered public record and subject to review. Materials submitted by Proposers shall become the property of the City unless otherwise requested at the time of submission. If a Proposer believes a specific section of its proposal response to be confidential, the Proposer is to mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential and the City Purchasing Office shall review the material and make a determination. Information submitted in response to this RFP is considered public record and may be disclosed pursuant to the Arizona Public Record law.

36. COOPERATIVE PURCHASING AGREEMENTS: A contract resulting from this RFP may be extended for use by the members of the Flagstaff Alliance for the Second Century. An Intergovernmental Agreement (IGA) has been executed between the City, Coconino County Community College District, Northern Arizona University, Coconino County and Flagstaff Unified School District. The contract may also be extended to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

The City is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, school Cities and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Proposer(s) contract, as awarded.

Is your firm willing to offer the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms and conditions?

_____ Yes _____ No _____ N/A

37. AUTHORITY: This solicitation as well as any resultant contract is issued under the authority of the Director of Purchasing granted by the City or its delegated representative. No alteration on any resultant contract may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Proposer.

38. FINANCIAL STATUS: All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of

the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a Proposer non-responsive and/or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

39. EXCEPTION TO THE SOLICITATION: Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions referencing the section (paragraph) where the exception exists and then identify the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation. Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation", shall be considered invalid and void and of no contractual significance.

The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

40. CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is, or becomes at any time while this Agreement or an extension of this Agreement is in effect, an employee of or a Proposer to any other party to this Agreement with respect to the subject matter of this Agreement. The cancellation shall be effective when the Proposer receives written notice of the cancellation unless the notice specifies a later time. In addition to the right to cancel this Agreement, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City from any other party to this Agreement, arising as the result of this Agreement.

41. AMERICANS WITH DISABILITIES ACT: The Proposer shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

42. FORCE MAJEURE:

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as

the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.
 2. Late performance by a subProposer unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- b. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

43. GOVERNING LAW and JURISDICTION: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

44. DISPUTE RESOLUTION:

1. Mediation: If a dispute arises out of or relates to this Agreement and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, New York 10017, (212) 949-6490, www.cpradr.org, with the exception of the mediator selection provisions. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of the parties' right to arbitrate or initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.
2. Litigation and Attorney's Fees: Except as otherwise agreed by the parties, any litigation brought by either party against the other to enforce the provisions of this Agreement shall be filed with the Coconino County Superior Court. In the event any action at law or in equity is instituted between the parties in connection with this Agreement, the prevailing party in the action shall be entitled to its costs including reasonable attorneys' fees and court costs from the non-prevailing party.

45. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS: Provider hereby warrants to the City that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty"). A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the

Provider Immigration Warranty. Provider agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the City in regard to any random verifications performed.

The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

46. SUBSEQUENT PURCHASES: The City, with the consent of the successful Proposer(s), reserves the right to purchase additional items as listed in this proposal, if Proposer is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of City Council approval.

47. POINT OF CONTACT: The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

48. AWARD OF CONTRACT: To ensure adequate service coverage, the City reserves the right to make multiple awards. Notwithstanding any other provision of the RFP, the City reserves the right to: waive any immaterial defect or informality; or reject any or all Proposals, or portions thereof; or reissue the RFP. A response to any RFP is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the City. The standard terms and conditions described in this RFP shall be incorporated into the resulting contract. **The City may award a contract based on initial proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted on the Proposer's most favorable terms.**

49. DISCUSSIONS AND REVISIONS TO PROPOSAL: Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

- A. Determine in greater detail such Proposer's qualifications, and
- B. Explore with the Proposer, the Scope of Services, the Proposer's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determining that the Proposer shall make available the necessary personnel and facilities to perform within the required time;
- D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

50. CONTRACT ADMINISTRATION: To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained

herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance. The Proposer should know in the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the Contract Administration Process as long as contract compliance is maintained.

All changes or amendments to the contract are to be authorized by the Purchasing Director and approved by the City Council.

51. BUSINESS OPERATIONS IN SUDAN/IRAN: In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the City determines that the Provider's certification is false, the City may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a contract for:

LOBBYING SERVICES (Federal and State)

2. **CONTRACT TYPE:** Firm Fixed Fee. Initial term is for one (1) year, with the option to renew for an additional 48 months, one (1) year at a time.
3. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **POINT OF CONTACT:** The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.
5. **AWARD OF CONTRACT:** To ensure adequate service coverage, the City reserves the right to make multiple awards. Notwithstanding any other provision of the RFP, the City reserves the right to waive any immaterial defect or informality; or reject any or all Proposals, or portions thereof; or reissue the RFP.

A response to any RFP is an offer to contract with the City based upon the terms, conditions, and specifications/scope of work contained in the City's RFP. Proposals do not become contracts unless and until they are formally executed as a separate contract document by the City. The standard terms and conditions described in this RFP shall be incorporated into the resulting contract.

SCOPE OF WORK

Federal Lobbying Services

- Demonstrate knowledge of City's interests and issues
- Work with City Manager, Mayor, Council members and staff to develop an annual federal program outlining the City's priorities and interest areas to be pursued with the federal legislative and executive branches
- Provide City with educational background information relevant to City's priority interests
- Review proposed federal legislation, executive proposals, administrative rules and regulations. Advise City of any such items that are relevant to City's Federal program, the City's interests and/or policies.
- Develop and recommend strategies for advocating the City's position on priority issues.
- Monitor federal budget and appropriations process and identify and advise City of opportunities regarding the federal budget and appropriations process.
- Develop white papers, briefing materials, talking points, appropriations and grant requests
- Draft and present testimony when requested
- Attend relevant congressional committee and agency hearings
- Act as City's liaison with members of Congress, their staff, agency and executive officials
- Provide regular and timely information and updates to City Manager
- Submit monthly update reports to City Manager
- Facilitate and schedule meetings for Mayor, Council members and City officials with Congressional Members, congressional staff, federal officials, federal agency staff and tribal staff. Prepare briefing materials and conduct briefings with City officials in preparation of these meetings.
- Meet with Arizona Congressional Members to provide information and advocate City's priorities (legislative and appropriations)
- Demonstrate awareness of priority issues of areas surrounding the City and knowledge of and ability to work with potential coalitions/lobbyists in advocating the City's priorities.
- Make presentations to Mayor/Council/City Manager in Flagstaff as requested (generally, twice a year)

State Lobbying Services

- Demonstrate knowledge of City's interests and issues
- Work with City Manager, Mayor, Council members and staff to develop state program outlining City's priorities and interest areas to be advocated with the State legislative, executive and administrative officials
- Review all state proposed and introduced legislation; provide information relevant to City's interests to designated city staff/officials for their review, advice and direction as needed
- Review, identify and monitor state legislative, executive and regulatory policy changes
- Develop strategies for advancing the City's objectives with state legislators, officials and staff
- Monitor state budget and appropriations process and identify and advise City of opportunities regarding the state's budget and appropriations process

- Identify potential opportunities and sources of funding for City priorities
- Advocate City's position on priority issues with legislators, legislative staff and relevant officials
- Provide information and answer questions of legislator regarding the City's priorities
- Attend relevant committee hearings; prepare and present testimony when requested
- Develop white papers, briefing materials, talking points, appropriations and grant requests
- Draft proposed legislation or amendment language as necessary; obtain sponsors for bill introduction or amendment language
- Provide regular, written and verbal updates/briefings to City Manager/Council as requested
- Present to Council in person as requested (Historically for us about 4 times/year)
- Coordinate and attend meetings with legislative, executive and agency officials with City and tribal officials

PROPOSAL FORMAT/SUBMITTALS

FORMAT AND CONTENT: To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed with your proposal information as outlined in the categories/criteria below:

The Evaluation Committee will evaluate responses to this RFP based on the information provided in each of the Proposer's proposal response and interviews (if conducted) as necessary. To allow for a standard basis of evaluation, all proposal responses shall follow and be submitted in the same order as outlined below:

Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: **Request for Proposals: Lobbying Services (Federal and State).**
- RFP No. 2010-43
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

Title Page:

Include Firm's name, address, e-mail/website address(es), phone and FAX numbers and name(s) of principals.

SECTION 1- Experience and Qualifications of Firm

Minimum 0 points – Maximum 35 points

This section outlines the Proposer's experience and qualifications in providing the services listed in the Scope of Work section of this RFP.

A. Experience:

Proposer shall provide information regarding their experience in providing both federal and state lobbying services for municipalities.

Qualifications:

- B. Proposer shall provide information regarding their qualifications as a lobbying services firm.

SECTION 2 - Project Personnel Assigned to This Project

Minimum 0 points – Maximum 25 points

This section outlines the project personnel that your firm will assign to this project.

A. Resume:

Proposers shall provide the resume(s) of the personnel that their firm will assign to this project. Resumes shall outline all relevant experience and qualifications in providing both federal and state lobbying services, as well as managing these services.

B. Role In This Project:

Proposers shall describe the role each person will fulfill in providing both federal and state lobbying services.

SECTION 3 – Presented Approach

Minimum 0 points – Maximum 25 points

This section illustrates the Proposer's approach to providing both federal and state lobbying services. Proposer shall include the following information:

A. Proposed approach for federal lobbying services:

Proposer shall provide information regarding their proposed presented approach for both federal and state lobbying services and describe the notable differences (if any) in your presented approach between federal and state lobbying services.

B. First year plan of action:

Proposer shall provide a detailed first year action plan to address the City's issues at each level of government. Proposers shall describe their firms structure, organization and planning in addressing the City's issues.

SECTION 4 – Propsed Fees

Minimum 0 points – Maximum 10 points

This section outlines the proposed fees for federal and state lobbying services.

A. Proposed fees for federal and state lobbying services:

Proposers shall provide a separate proposed fee for federal lobbying services and state lobbying services using the form in **Appendix C**.

SECTION 5 – Meaningful Knowledge of City of Flagstaff Issues

Minimum 0 points – Maximum 5 points

This section illustrates the Proposer's knowledge of issues pertaining to the City of Flagstaff.

A. Proposer's knowledge of local Flagstaff issues:

Proposer shall provide information regarding their knowledge of local Flagstaff issues.

PROPOSER'S REFERENCES

1. **REFERENCES.** Proposers shall submit references from relevant municipal officials for projects that are comparable in size, complexity, and scope of work sought by this RFP.
- The references should also demonstrate the Proposer's experience in providing Lobbying Services (Federal and State) with other municipalities. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience.
 - All references should include the name, title, telephone number of both the current owner of the company/client and the owner of the company/client at the time your services were provided. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

- ☐ No exceptions
- ☐ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- ☐ No confidential/proprietary materials have been included with this offer
- ☐ Confidential/Proprietary materials included. Proposers should identify below any portion of their offer deemed confidential or proprietary (see Standard Terms and Conditions, section S.28). Identification such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Proposer and the City prior to any public disclosure. Requests to deem the entire offer as confidential will not be considered.

Additional Materials submitted (mark one):

- ☐ No additional materials have been included with this offer
- ☐ Additional Materials attached (describe--attach additional pages if needed)

EVALUATION CRITERIA

The following evaluation criteria will be used by the City's evaluation committee for the selection of a qualified firm to provide Lobbying Services (Federal and State). The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this RFP, the committee may "short list" the Proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City may request "Best and Final" offers. However, The City may award a contract based on initial proposals received, without discussion of such proposals. Accordingly, each proposal should be submitted on the Proposer's most favorable terms.

The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

EVALUATION CRITERIA	POINTS
1. Experience and Qualifications of Firm	35
2. Project Personnel Assigned to This Project	25
3. Presented Approach	25
4. Proposed Fees (Federal and State)	10
5. Meaningful Knowledge of City of Flagstaff Issues	5
TOTAL POINTS POSSIBLE	100

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

VENDOR QUESTIONNAIRE

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ - _____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Manager (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

☐ Proposer is located outside Arizona (The City will pay use tax directly to the AZ Dept of Revenue)

☐ Proposer is located in Arizona (The Offeror should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____, AZ

☐ Certified Small Business Certifying Agency: _____

☐ Certified Minority, Woman or
Disadvantaged Business Enterprise Certifying Agency: _____

Credit References: Provide the name and telephone number of at least three organizations that your company deals with on an on-going basis.

A. Company Name_____

Contact & Phone Number_____

B. Company Name_____

Contact & Phone Number_____

C. Company Name_____

Contact & Phone Number_____

Insurance - Name of insurance agent that will provide the specified coverage's.

List any other information that may be helpful in determining your qualifications including sub-contracts to be utilized if any.

Additional Information required:

- a. Year firm was established (include former firm names and year each applied).
- b. Identify the country and state in which the firm was incorporated or otherwise organized.
- c. Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- d. A narrative description and organization chart depicting the management of the Proposer's organization and its relationship to any larger business entity.
- e. A description of the overall operations of the Proposer, the number and scope of other projects currently ongoing or set to begin in the near future.
- f. A narrative description of Proposer's familiarity with and prior operating experience in Arizona or the Southwestern United States.
- g. Provide, at Proposer's option, any additional information not specifically listed above which demonstrates the qualifications of the Proposer to perform the scope of work specified in this RFP.

APPENDIX A

DETERMINATION OF RESPONSIBILITY

1-20-001-0004 DETERMINATION OF RESPONSIBILITY OF PROPOSERS

- A. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter with respect to an Enumerated Contract, as hereinafter defined, and such other contracts as the City shall deem appropriate in accordance with the provisions of this Section 0004, no Proposer shall be determined to be "responsible" if that Person is a Habitual Violator, as defined herein.
- B. For purposes of this Section 0004, the masculine shall include the feminine and/or neuter and the singular the plural, and vice-versa, as sense shall require, and the following capitalized terms shall have the meaning set forth in this Subsection B, as follows:
1. "Person" means any individual, corporation, partnership, association, unit of government, or legal entity, however organized.
 2. "Violation" means any one of the following actions or an equivalent action by any regulatory agency, court, or other competent authority as a result of or in connection with a Covered Matter:
 - a. Final administrative order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
 - b. Final permit revocation or suspension;
 - c. Fine or civil judgment imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000;
 - d. Judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere or no contest;
 - e. Finding of contempt of any court order enforcing the provisions of any federal or state law pertaining to a Covered Matter;
 - f. Settlement agreement or consent order imposing monetary penalties, or otherwise requiring payments, in excess of \$100,000; and
 - g. Debarment or equivalent exclusionary action by any public agency or instrumentality.
 3. "Covered Matter" means any of the following:
 - a. Any offense indicating a lack of business integrity or honesty which affects the present responsibility of a Proposer, including but not limited to:
 - (I) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement;

- (ii) Bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, or theft; or
 - (iii) Unlawful price fixing between competitors, allocation of customers between competitors, bid rigging, or any other violation of any federal or state antitrust law that relates to the submission of bids or proposals.
 - b. Violation of the terms of a public agreement so serious as to affect the present responsibility of a Proposer, including but not limited to:
 - (i) a willful or material failure to perform under one or more public agreements; or
 - (ii) a willful or material violation of a statutory or regulatory provision or requirement applicable to a public agreement.
 - c. Failure to pay a debt (including disallowed costs and overpayments) owed to any government agency or instrumentality, provided that the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted.
 - d. Violation of any law or regulation pertaining to the protection of public health or the environment.
4. "Parent" means any Person who owns or controls any other corporation, partnership, association, or legal entity, however organized.
5. "Subsidiary" means any corporation, partnership, association, or legal entity, however organized, owned or controlled by another Person.
6. "Affiliate": Persons are Affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third Person owns, controls, or has the power to control both.
7. "Control" means the power to exercise, directly or indirectly, a controlling influence over the management, policies, or activities of a Person, whether through the ownership of stock or securities, through one or more intermediary Persons, or otherwise. For purposes of this Paragraph B.7, a Person who owns or has the power to vote, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities of another Person, or more than fifty percent (50%) of value of the other Person. Such presumption may be rebutted by clear and convincing evidence. Other indicia of control shall include, but be not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or the power to appoint or actual appointment of directors or managers. For purposes of this Paragraph B.7, a person shall be treated as owning all stock and securities owned by: his siblings, spouse, and lineal descendants and ancestors; any trust of which such person or a member of such person's family is the grantor; and any corporation or other business entity in which such person or member of such person's family owns more than fifty percent (50%) of the value or voting power of such entity.

8. "Habitual Violator" means any Proposer who has incurred, or any of whose Parent, Subsidiary, or other Affiliates have incurred, in the aggregate, more than two Violations within five (5) years preceding the bid opening date.
 9. "Enumerated Contract" shall mean any contract by which the City purchases services to be performed, which by its terms cannot be performed in less than one (1) year and which requires the payment of a stated sum of more than One Hundred Thousand Dollars (\$100,000), but shall not include contracts for the provision of professional services (such as legal, accounting, architectural or engineering) or for the construction, improvement or repair of City buildings or other public improvements.
- C. For purposes of this Section 0004, any administrative action or order, judgment or criminal conviction that has been ruled on appeal in favor of the Proposer by a final decision of a competent authority will not be considered to be a Violation. If the Proposer has an appeal pending, the outcome of which will affect the determination of whether the Proposer is a responsible Proposer, the City shall not determine the Proposer to be a responsible Proposer until a final decision on the appeal is rendered.
- D. Along with its bid or proposal documents, each Person bidding or proposing for an Enumerated Contract, or for any other contract for which the City shall choose to apply the provisions of this Section 0004 by due notice in the bid solicitation or request for proposals for such contract, shall provide such information as shall be necessary and appropriate for the evaluation of a Proposer under the provisions of this Section 0004, substantially in the form attached hereto as an Exhibit.
- E. If information provided by the Proposer or otherwise available to the City shows that the Proposer, or its Parent, Subsidiary, or other Affiliates, have incurred in the aggregate more than two Violations within five (5) years preceding the bid opening date, the City shall notify the Proposer that the Proposer appears to be a Habitual Violator within the meaning of this Section 0004. Upon receipt of the notification, the Proposer shall have ten (10) days to produce clear and convincing evidence to the City that the Proposer is not a Habitual Violator within the meaning of this Section. If the City finds that the evidence, if any, produced by the Proposer is not clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine the Proposer to be a Habitual Violator. If the City finds that the evidence produced by the Proposer is clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine that the Proposer is not a Habitual Violator. Notwithstanding anything to the contrary contained herein, the City may, but shall not be required to, deem a Proposer not to be a Habitual Violator, or may waive, in whole or in part, the requirements of this Section 0004, if the City, in its sole discretion, shall determine that:
1. There is no other Proposer reasonably capable of performing the subject contract;
 2. An emergency exists such that the expeditious award of the contract is essential to the public health, safety or welfare; or
 3. A change of ownership, management or control of the Proposer demonstrates, by clear and convincing evidence, as determined by a vote of five (5) at any Council meeting duly held, that the history of the Proposer is not indicative of its current business practices.
- F. Any Proposer who intentionally provides false information, or intentionally fails to provide complete information, to the City in accordance with the requirements of Subsection D hereof

shall be determined to be not a responsible Proposer within the meaning of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter.

- G. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter, if a Proposer is not a Habitual Violator, the City may consider any other information available to the City in determining whether a Proposer is responsible. The City's Purchasing Director or his designee may establish further specific criteria of responsibility with respect to particular solicitations or requests for proposals, which criteria shall be set forth in such solicitation or request for proposals. Further, the City's Purchasing Director or his designee may choose to apply some or all of the provisions of this Section 0004 to any contract other than an Enumerated Contract if the nature of such contract or other circumstances indicate that the Proposer's responsibility is or may be material in the performance or administration of such contract, provided that the application of such provisions shall be noted in the bid solicitation or request for proposals for such contract.
- H. Any determination that a Proposer is not responsible, under Section 0004 shall be made in writing and shall set forth the grounds for such determination. A copy of such determination shall be promptly sent to such Proposer.
- I. Nothing in this Section 0004 shall be construed to limit the right of the City to find any Proposer or Proposers not responsible for purposes of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter for any sufficient reason not enumerated herein, with respect to any City contract, whether or not the requirements of this Section 0004 are applicable to such contract.
- J. If, during the course of administration or performance of any contract to which the requirements of this Section 0004 are applicable (whether by the terms hereof or by action of the City's Purchasing Director, as set forth in Subsection G hereof), either:
 - 1. The City shall discover that the Proposer made a material omission or false statement in the course of providing the information required by Subsection D hereof; or
 - 2. The Proposer shall commit a Violation as defined herein, which, in conjunction with other Violations committed by the Proposer or any Affiliate, would make it a Habitual Violator hereunder;

Then the City may terminate such contract forthwith, without penalty or further obligation (other than those as may already have accrued under the terms of the contract), except as may be otherwise expressly provided in such contract.

APPENDIX B PROPOSER DISCLOSURE FORM

Information required to be solicited pursuant to City Code Section 1-20-001-0004.D

In accordance with City Code Section 1-20-001-0004, all Proposers are required to complete and sign the following checklist. For any item checked YES, you must provide as complete an explanation as possible on one or more attached sheets, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this bid. **HOWEVER, FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM BIDDING FOR THIS AND OTHER CONTRACTS FOR THE CITY OF FLAGSTAFF.** A copy of City Code Section 1-20-001-0004 may be obtained from the City of Flagstaff Purchasing Department.

Has your company or any affiliate* of your company, in the past 5 years, (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), (iv) been found in contempt of court, or (v) been debarred, disqualified or suspended from bidding on a public contract, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, or price fixing, bid rigging, restraint of trade or other antitrust law violation?
YES_____ NO_____
2. Violation of the terms of any public contract?
YES_____ NO_____
3. Failure to pay any uncontested debt to any government agency?
YES_____ NO_____
4. Violation of any law or regulation pertaining to the protection of public health or the environment?
YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

I hereby verify under penalties of false statement that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____ <i>Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
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APPENDIX C PROPOSED FEES

Fees:

Proposed Fee (Federal Lobbying Services):

\$ _____

Proposed Fee (State Lobbying Services):

\$ _____

Proposed Fee (Total for both Federal and State Lobbying Services):

\$ _____

State of Arizona)
County of) ss.

the _____
(Title)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

(Title)

this _____ day of _____, 2010

State of

OFFER

TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, scope of work/specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer

Title

Printed Name

Date

CITY OF FLAGSTAFF PURCHASING DIVISION
211 WEST ASPEN AVENUE
FLAGSTAFF, ARIZONA 86001

REQUEST FOR PROPOSALS, NO. 2010-43
BUYER: RICK COMPAU
PH: (928) 779-7661 FX: (928) 779-7656

ATTACHMENT A

DRAFT AGREEMENT